

Office Action has relied on Montegna et al. to overcome the deficiencies of Rowse et al. Such reliance is improper for several reasons. First, Montegna et al. fails to disclose or suggest enabling the selection of a payment type. The Office Action relies on the passage at column 13, lines 7-68 of Montegna et al. as disclosing enabling the selection of a payment type. However, a review of the passage reveals that it regards an insurance estimation function that estimates the cost of correcting damages to a vehicle (Col. 13, ll. 34-35). Nowhere does the passage disclose enabling the selection of a payment type. The remaining parts of Montegna et al. do not disclose enabling the selection of a payment type either. This is understandable since Montegna et al. merely discloses estimating the cost of correcting damages to a vehicle for an individual. Nowhere does Montegna et al. disclose enabling the selection of a payment type.

Montegna et al. also fails to disclose fulfilling a payment of a line item based on an evaluation of the line item data. The Office Action relies on the passage ranging from column 13, line 7 to column 14, line 68 of Montegna et al. as disclosing fulfilling a payment of a line item based on an evaluation of a line item data. The passage is silent as the fulfilling a payment of a line item. Nowhere does Montegna et al. disclose fulfilling a payment of a line item. As mentioned above, Montegna et al. discloses estimating the cost for correcting damage to a vehicle and is silent as to any payment being made based on such estimation.

In summary, Montegna et al. fails to disclose or suggest the claimed “enabling the selection of a payment type” and “fulfilling the payment of a line item based on the evaluation of the line item data.” Accordingly, the rejection is improper and should be withdrawn.

Even if Montegna et al. did disclose “enabling the selection of a payment type” and “fulfilling the payment of a line item based on the evaluation of the line item data” the rejection would still be improper since there is no motivation to combine Montegna et al. with Rowse et

al. In particular, Rowse et al. is directed to a system to determine whether or not an automobile warranty should be honored. Rowse et al. is not directed to determining the cost for repairing the defect. As is well known in the art, an automobile warranty identifies certain components of an automobile that should they be deemed to have failed to operate properly during the lifetime of the warranty, then such components would be replaced/fixed by the manufacturer at no cost to the owner of the automobile. Accordingly, if Rowse et al. determines that an automobile defect does fall within the warranty, then the manufacturer is held responsible to repair the defect and the automobile owner does not have to pay for the repair in any way. Since the automobile owner will not need to pay if the warranty applies, there is no need for Rowse et al. to employ either a process of enabling the selection of a payment type or fulfilling the payment of a line item as recited in claim 1. Accordingly, Rowse et al. teaches away from using Montegna et al.'s system, if it is deemed to enable the selection of a payment type and fulfilling payment of a line item.

2. Claims 12-22

Claims 12-22 were rejected under 35 USC §103 as being obvious in view of Rowse et al. and Montegna et al. Applicants traverse this rejection. Independent claim 12 recites a system that includes 1) a memory that stores a program that includes instructions for fulfilling the payment of a line item and 2) “a user interface for enabling the selection of a payment type associated with said at least one line item.” As mentioned above in Section A.1, neither Rowse et al. nor Montegna et al. disclose fulfilling the payment of a line item and enabling the selection of a payment-type associated with a line item. Accordingly, the rejection is improper for at least the same reasons given previously in Section A.1.

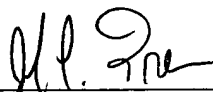
C. Claims 23-33

Claims 23-33 were rejected under 35 USC §103 as being obvious in view of Rowse et al. and Montegna et al. Applicants traverse this rejection. Independent claim 23 recites a method that includes 1) enabling the selection of a payment type and 2) fulfilling the payment of a line item based on the evaluation of the line item data. Since items 1) and 2) are identical to the processes mentioned in Section A.1, the arguments presented in Section A.1 are equally applicable regarding the improperness of the rejection of claims 23-33.

CONCLUSION

In view of the arguments above, Applicants respectfully submit that all of the pending claims 1-33 are in condition for allowance and seeks an early allowance thereof. If for any reason, the Examiner is unable to allow the application in the next Office Action and believes that an interview would be helpful to resolve any remaining issues, she is respectfully requested to contact the undersigned attorneys at (312) 321-4200.

Respectfully submitted,



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Dated: November 8, 2004